

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9E		PAGE 1 OF 33 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N00164-98-R-0020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 4/20/98	
7. ISSUED BY Contracting Officer, Code 1164EF NAVSURFWARCENDIV Crane 300 Highway 361, Crane, IN 47522-5011		CODE N00164		6. REQUISITION/PURCHASE NO. N/A			
				8. ADDRESS OFFER TO (If other than Item 7) Same as item 7 except mark: "Bid Room Depository"			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 64 until 2:00 PM local time 5/20/98
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME J.D. Martin	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812)854-3723
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()			ITEM	
24. ADMINISTERED BY (If other than Item 7)			25. PAYMENT WILL BE MADE BY	
CODE			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA	
			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA

BEGINNING OF SECTION "B"

SECTION "B"

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering services in accordance with the Statement of Work (SOW) in section "C" herein. Data shall be provided under each Delivery Order (DO) in accordance with the Contract Data Requirements Lists (CDRL's) listed in section "J" herein.	1	LO		

It is anticipated that a five year, indefinite delivery, requirements, Time and Materials (T&M) type contract will be awarded. Based on historical data and future estimates, it is estimated that the following labor effort will be required for each of the five years. It must be noted that these are only estimates and there are no guarantees on future workload.

Proposed Time and Materials Rates

	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6
Senior Engineer – 5,000 hours						
Junior Engineer – 1,800 hours						
Senior Technician – 1,600 hours						
Engineer – 400 hours						

Offeror shall see FAR 16.601 for information on Time and Materials type contracts.

The offeror shall propose T&M rates through calendar year 2003 and shall provide any current and future rate information/agreements that are available to substantiate those proposed rates for as much of that period of time as practicable. The offeror shall identify the date at which Yr. 1 rates expire and Yr. 2 begins, Yr. 2 expires and Yr. 3 begins, etc. It is anticipated that this date would correspond with the offeror's fiscal year.

For analysis purposes, the offeror shall provide all applicable direct and indirect rates with the proposal that were utilized to formulate the above proposed rates. Direct rates shall be provided for any individuals the offeror anticipates utilizing in the performance of the contract. Current rates shall be provided as well as anticipated future rates, forward pricing rate agreements, and any other applicable information.

If, after reading the SOW and weighing historical data, the offeror anticipates utilizing labor categories that are not listed above, the offeror shall identify those categories as well as the proposed T&M rates for those categories and the cost data to substantiate those rates.

If the offeror is proposing a material handling rate, the proposed rate shall be provided below:

Proposed Material Handling Rate: _____

A contract ceiling price will be established at the time of contract award.

SECTION "B" NOTES:

(1) List your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

(2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(3) It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer
Crane Division, Naval Surface Warfare Center
Attn: J.D. Martin, Code 1164EF, Bldg. 64
300 Highway 361
Crane, IN 47522-5011

Questions may be submitted by e-mail to martin_j@crane.navy.mil

(4) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.

(5) Delivery orders shall be placed against this contract using a DD 1155.

(6) Delivery orders placed under this contract shall be placed no later than five years from the effective date of contract.

SPECIAL NOTICE - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. *The effective date would be 01 June 1998.* Exceptions to this proposal include purchases made with the Government wide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at **614-692-6788** (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at **1-800-334-3414**.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

NOTE (OVERTIME)

NOTE - Offeror shall quote overtime rates only. An estimated amount for each support item shall be set forth in the resulting contract or upon exercise of option(s), as applicable.

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JUN 1992)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. A copy of each invoice shall be furnished to the applicable Contracting Officer's Representative identified elsewhere in the contract.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installations where Government transportation is available
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

END OF SECTION "B"

BEGINNING OF SECTION "C"

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR TECHNOLOGY MANAGEMENT INITIATIVES

1. Scope of Work. The scope of the effort to be contracted is oriented toward the development and verification of new technologies in the endeavor of ensuring Navy weapon systems will maintain required standards of availability and performance over time. The following programs are directed at this goal.

1.1. Fleet Ballistic Missile Program (Trident)

1.1.1. The Trident II Fire Control System includes Standard Electronic Modules (SEM), FCS special modules and cards, ruggedized COTS cards, COTS cards and equipment, and Trainer Universal Cards (TUC). Particular concern shall be given to long term electrical and environmental reliability of commercial components being proposed for future use in FCS, and implementation of screening methods which will assure continued long term system life as previously found using military screened components.

1.1.2. Fleet Ballistic Missile Support Equipment and Transportation Equipment consists of support equipment used onboard the submarine, shore based facilities and the transportation fleet. Transport equipment includes the CONTARs, Rail Box cars, Tarvans, and Third Stage Vans. Transports consist of the mechanical structure and environmental control system.

1.2. Enhanced Modular Signal Processor (EMSP)

1.2.1. The depot and ISEA functions of the EMSP has been transitioned to the Navy. This effort shall support these functions with focus on the feasibility of implementing new technology or COTS. As part of this support, the contractor shall review and evaluate engineering change orders (ECPs), change orders (COs), Modification Requests (MRs), obsolescence impact. The contractor shall support SEM B or E Field changes or retrofits.

1.3. DMS Technology Center (DTC)

1.3.1. The DTC provides obsolescence management for a variety of DoD systems, with emphasis on Naval assets. DTC capabilities include system level analysis and follow-on solution development for obsolescence problems, considering system level to cabinet, module and component level options. Some of the systems supported by the DTC include Aegis, AN/SLQ-32, AN/SQQ-89, E2C, Phalanx and CASS.

2. Task Descriptions. Delivery orders to be issued under the resultant contract will require work in the task areas cited below for EMSP, FBM, and DTC. The tasks have been grouped into five general areas, general scientific and engineering investigations/studies; hardware design, development, testing; documentation preparation/review; program management; and software development and computer system support. Tasks assigned under specific delivery orders of this contract will range from single task elements dealing with a single deliverable, to a complex aggregate of task elements which span several task areas. In each instance the specific task elements, definitions of the required task, and definition of the end item deliverable(s) for that task will be specified by the delivery order.

Data requirements will be specified on Contract Data Requirements List (CDRL), Form 1423 for each delivery order. The appropriate Data Item Description (DID) or SOW requirement will be specified on this form 1423 for each delivery order.

2.1. Scientific and engineering investigations and studies.

2.1.1. The contractor shall plan, manage, and execute scientific and engineering investigations, studies, cost analysis, technical evaluations, and other analyses for EMSP, FBM, and DTC programs as specified in a specific delivery order. The contractor shall document the resulting data, judgments, insights, conclusions, and recommendations as required by the delivery order.

2.1.2. Tasks assigned in this area shall consist of any or all of the following activities:
Review and analyze the results of component accelerated life testing, recommend changes based on test results.
Component Analysis, review of components and data to determine the cause of component failures generating Trouble Failure Reports (TFRs) and recommend corrective action. Evaluate proposals for the use of back-fit proposals recommending the use of non-military screened, COTS devices.
Monitor and report on the evaluation of plastic encapsulated semiconductors for use in the above specified systems
Review proposed redesign parts lists for obsolescence and other potential engineering or management problems, recommend a screening flow plan for parts
Transition support of ISEA functions to the Navy, including engineering drawing review and repair problem evaluation and resolution
Design support for implementation of COTS, including areas of electronic systems impacted by COTS insertion such as enclosures, connectors and modules. Provide evaluation of designs for producibility, testability and viability.
Generation of promotional materials, such as articles, audio visual materials, brochures.
Support preparations and facilities to hold government/industry conferences and workshops.

2.2. Technology insertion prototype design, development, documentation, and fabrication for EMSP, FBM, and DTC programs.

2.2.1. The contractor shall establish a program to design and develop a prototype or feasibility demonstration model for the purpose of implementing or evaluating the implementation of new technology or COTS, or alter an existing design such that a hardware device evolves which meets the functional and physical requirements specified in the delivery order.

2.2.2. The contractor shall provide complete documentation for prototype design configurations developed or modified under a delivery order to accommodate management, revision, duplication, and support of the configured item. Unless otherwise specified, designs will be documented by data packages in accordance MIL-T-31000, Product Drawings and Associated Lists.

2.2.3. The contractor shall provide for the fabrication of prototypes designed, developed, or modified and delivered under a delivery order.

2.2.4. Tasks assigned in this area shall consist of any or all of the following activities:

Design, fabrication, development and testing of prototypes
Preparation of engineering drawings, data lists, and parts lists

Testability assessment/concepts
Test reports
Test plans and procedures
Schematic generation
Component selection and verification

2.2.5. The contractor shall have bench facilities where electrical and/or mechanical prototype work may be accomplished.

2.2.6. Tasks assigned in this area shall consist of any or all of the following activities:

Modify existing software databases and tools to expand and integrate the unique capabilities of
Microelectronic Engineering Division technology management projects
Evaluate and test software and hardware for use in existing network applications and recommend
improvements
Support Internet tool and interface development including database integration
Maintain and upgrade computer system and network elements that support Microelectronic Engineering
Division technology management projects

ITEM(S) 0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

ITEM(S) 0001 - ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of those items identified in the statement of work for individual delivery orders; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefor, as authorized by a contracting officer from NSWC Crane Division, Crane, IN.

(d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of the vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall at all times be in the employ and under the direction and control of the Contractor and shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be

greater or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until such amount has been increased in writing by the Contracting Officer.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefor, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and
(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of; or the time required for performance of any part of the work under this contract an equitable adjustment shall be made

in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 1996)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of Interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)

The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of Text)

YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of Text)

END OF SECTION "C"

BEGINNING OF SECTION "D"

SECTION "D" - PACKAGING AND MARKING

DATA PACKAGING LANGUAGE All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

(End of Text)

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of Text)

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PREPARATION FOR DELIVERY

- (1) PRESERVATION-PACKAGING. Preservation-packaging for Item(s) _____ shall be in accordance with the requirements of ASTM-D-3951-90.
- (2) PACKING. Item(s) _____ preserved-packaged as above shall be packed level ASTM-D-3951-90.

NOTE: Shall apply in the event prototypes are delivered under the resultant contract.

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

END OF SECTION "D"

BEGINNING OF SECTION "E"

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Inspection of Services—Time and Material and Labor-Hour (Jan 1986)	52.246-06
Inspection of Research and Development--Cost-Reimbursement (Apr 1984)	52.246-08
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) 0001 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

END OF SECTION "E"

BEGINNING OF SECTION "F"

SECTION "F" - DELIVERIES OR PERFORMANCE PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Stop Work Order (Aug 1989)	52.242-15
F.o.b. Destination (Nov 1991)	52.247-34

CLAUSES IN FULL TEXT

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S) 0001 FROM Effective Date of Contract TO Five Years from effective date of contract

TIME OF PERFORMANCE (SERVICES)

Services to be furnished under ITEM 0001 hereunder shall be performed and completed within five years from the effective date of the contract. The time of performance may be extended by the exercise of options via written modification to the contract as provided for elsewhere herein.

*As specified in individual delivery orders

END OF SECTION "F"

BEGINNING OF SECTION "G"

SECTION "G" - CONTRACT ADMINISTRATION DATA PART I

<u>Title and Date</u>	<u>DFARS Subsection</u>
Contracting Officer's Representative (Dec 1991)	252.201-7000

CLAUSES IN FULL TEXT

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS 5252.232-9001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four copies, to the contract auditor* at the following address:

See individual delivery orders. _____ unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Contracting Officer, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-5011. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

___ is required with each invoice submittal.

___ is required only with the final invoice.

** is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

___ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor"

** Check appropriate requirements.

Alternate I (JUL 1992). as prescribed at 52.32-908(b), add the following paragraph (i) to the basic clause:

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Alternate II (DEC 1996). As prescribed at 5232.908(b), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

A copy of every invoice shall also be provided to the individual listed below, at the address shown, (if completed by the contracting officer

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

CONTRACTING OFFICER'S REPRESENTATIVE LANGUAGE

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER
ATTN: CODE 6021 BLDG 2931
NAVAL SURFACE WARFARE CENTER
CRANE DIVISION
CRANE IN 47522-5001
Telephone No. 812-854- 1969

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER
ATTN: CODE 116EF BLDG 64
NAVAL SURFACE WARFARE CENTER
CRANE DIVISION
CRANE IN 47522-5011
Telephone No. 812-854- 3723

SCIENTIFIC AND TECHNICAL REPORTS

The contractor shall furnish scientific and technical reports to Defense Technical Information Center (DTIC), ATTN: DTIC-FDAC Cameron Station, Alexandria, VA 22304-6145. NOTE: When agencies require that completed reports be covered by a Report Documentation Page, Standard Form 298, the contractor shall submit a copy with the report.

END OF SECTION "F"

BEGINNING OF SECTION "H"

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (Jul 1995) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(End of text)

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(End of text)

NOTE: Mr. Alan L. Shew and Mr. Walter C. Smith are considered key personnel for which resumes are required and the notification discussed above is required.

END OF SECTION "H"

BEGINNING OF SECTION "I"

SECTION "I" - CONTRACT CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (Jan 1997)	52.203-08

Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)	52.203-12
Printing/Copying Double-Sided on Recycled Paper (Jun 1996)	52.204-04
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Debarment (Jul 1995)	52.209-06
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Audit and Records Negotiation (Aug 1996)	52.215-02
<u>Order of Precedence (Oct 1997)</u>	<u>52.215-08</u>
<u>Price Reduction for Defective Cost or Pricing Data (Oct 1997)</u>	<u>52.215-10</u>
<u>Subcontractor Cost or Pricing Data (Oct 1997)</u>	<u>52.215-12</u>
<u>Integrity of Unit Prices (Jan 1997)--Alt I (Oct 1997)</u>	<u>52.215-14</u>
<u>Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (Oct 1997)</u>	<u>52.215-18</u>
<u>Notification of Ownership Changes (Oct 1997)</u>	<u>52.215-19</u>
Requirements (Oct 1995)	52.216-21
Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (Oct 1995)	52.219-08
Convict Labor (Aug 1996)	52.222-03
Equal Opportunity (Apr 1984)	52.222-26
Equal Opportunity Preaward Clearance of Subcontracts (Apr 1984)	52.222-28
Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984)	52.222-35
Affirmative Action for Handicapped Workers (Apr 1984)	52.222-36
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)	52.222-37
Service Contract Act of 1965, as Amended (May 1989)	52.222-41
Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (May 1989)	52.222-43
Fair Labor Standards Act and Service Contract Act--Price Adjustment (May 1989)	52.222-44
Clean Air and Water (Apr 1984)	52.223-02
Drug-Free Workplace (Jan 1997)	52.223-06
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11
Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Sep 1996)	52.226-01

Authorization and Consent (Jul 1995)	52.227-01
Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	52.227-02
Payments Under Time-and-Materials and Labor-Hour Contracts (Feb 1997)	52.232-07
Interest (Jun 1996)	52.232-17
Availability of Funds for the Next Fiscal Year (Apr 1984)	52.232-19
Assignment of Claims (Jan 1986)--Alternate I (Apr 1984)	52.232-23
Prompt Payment (Mar 1994)	52.232-25
Mandatory Information for Electronic Funds Transfer Payment (Aug 1996)	52.232-33
Disputes (Oct 1995)	52.233-01
Protest After Award (Aug 1996) (Jun 1985)	52.233-03
Identification of Uncompensated Overtime (Oct 1997)	52.237-10
Production Progress Reports (Apr 1991)	52.242-02
Penalties for Unallowable Costs (Oct 1995)	52.242-03
Bankruptcy (Jul 1995)	52.242-13
Changes—Time and Materials or Labor Hours (Aug 1987)	52.243-03
Change Order Accounting (Apr 1984)	52.243-06
Notification of Changes (Apr 1984)	52.243-07
Subcontracts (Time and Material and Labor Hour) (Apr 1984)	52.244-03
Limitation of Liability--Services (Feb 1997)	52.246-25
Value Engineering (Mar 1989)	52.248-01
Termination (Cost-Reimbursement) (Sep 1996) (ALT IV)	52.249-06
Excusable Delays (Apr 1984)	52.249-14
Computer Generated Forms (Jan 1991)	52.253-01

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Special Prohibition on Employment (Jun 1997)	252.203-7001
Control of Government Personnel Work Product (Apr 1992)	252.204-7003
Provision of Information to Cooperative Agreement Holders (Dec 1991)	252.205-7000
Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)	252.209-7000

Pricing Adjustments (Dec 1991)	252.215-7000
Cost Estimating System Requirements (Dec 1991)	252.215-7002
Duty-Free Entry--Qualifying Country End Products and Supplies (Jan 1997)	252.225-7009
Duty-Free Entry--Additional Provisions (Jan 1997)	252.225-7010
Preference for Certain Domestic Commodities (Feb 1997)	252.225-7012
Secondary Arab Boycott of Israel (Jun 1992)	252.225-7031
Rights in Technical Data - Noncommercial Items (Nov 1995)	252.227-7013
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)	252.227-7014
Rights in Bid or Proposal Information (Jun 1995)	252.227-7016
Technical Data--Withholding of Payment (Oct 1988)	252.227-7030
Validation of Restrictive Markings on Technical Data (Jun 1995)	252.227-7037
Supplemental Cost Principles (Dec 1991)	252.231-7000
Material Management and Accounting System Requirements and Standards (Sep 1996)	252.242-7004
Transportation of Supplies by Sea (Nov 1995)	252.247-7023

CLAUSES IN FULL TEXT

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses*(es): <http://www.arnet.gov/far>

(End of clause)

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract through five years from the effective date of contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$4,900,000.00
- (2) Any order for a combination of items in excess of \$4,900,000.00 ;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

(End of clause)

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years from the effective date of contract

(End of clause)

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995) (FAR 52.244-6)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not

required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) (DFARS 252.227-7036)

As prescribed at 227.7103-6(e)(3) or 227.7104(e)(5), use the following clause:

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date

Name and Title of Authorized Official

END OF SECTION "T"

BEGINNING OF SECTION "J"

SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Technical Report – Study/Services)	17 Apr 98	1
CDRL A002 (Technical Report – Study/Services)	17 Apr 98	1
CDRL A003 (Technical Report – Study/Services)	17 Apr 98	1
CDRL A004 (Technical Report – Study/Services)	17 Apr 98	1
CDRL A005 (Developmental Design Drawings and Associated Lists)	17 Apr 98	1

Attachments

(1) Data Item Description (DID) DI-MISC-80508 (Technical Report – Study/Services)	15 Jan 88	2
(2) DID DI-DRPR-81002A (Developmental Design Drawings and Associated Lists)	21 May 97	2
(3) General DD Form 1423 Glossary	22 Jun 90	8

END OF SECTION "J"

BEGINNING OF SECTION "K"

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Disclosure of Ownership or Control by a Foreign Government (Sep 1994)	252.209-7002

PROVISIONS IN FULL TEXT

TAXPAYER IDENTIFICATION (JUN 1997) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____.

(d) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name

TIN

(End of provision)

WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it () is, () is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

TYPE OF BUSINESS ORGANIZATION (OCT 1997) (FAR 52.215-4)

The offeror or responder, by checking the applicable box, represents that --

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) _____.

(End of provision)

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-6)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, Address

Name and Address of Owner and Operator of the Plant or

City, County, State, Zip Code) Facility if Other than Offeror or Quoter

(End of Provision)

SMALL BUSINESS PROGRAM REPRESENTATION (FEB 1998) (FAR 52.219-1)

(a)(1) The standard industrial classification (SIC) code for this acquisition is ____.

(2) The small business size standard is

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size

purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be a least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the act.

(End of provision)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)

The offeror represents that--

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
(SEP 1994) (DFARS 252.209-7001)

(a) *Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense. (c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of clause)

SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)(JUN 1997)
(DFARS 252.219-7000)

(a) *Definition.*

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.* Check the category in which your ownership falls:

___ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal)

___ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

___ Black American (U.S. Citizen)

___ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- ___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- ___ Other

(c) Complete the following--

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ___ has not ___ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the Offeror--

___ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

___ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and disbarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of Provision)

END OF SECTION "K"

BEGINNING OF SECTION "L"

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PART I

Title and Date

FAR Subsection

Evaluation of Compensation for Professional Employees (Feb 1993)

52.222-46

PART II

Title and Date

DFARS Subsection

Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)

252.204-7001

Certificate of Competency (Apr 1993)

252.219-7009

Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 1995)

252.227-7017

Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)

252.227-7028

PROVISIONS IN FULL TEXT

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998) (FAR 52.204-6)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-33-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (☐) DX rated order; (☒) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - (OCT 1997) (FAR 52.215-20)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not

extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a time and materials, indefinite delivery, requirements, service contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Code 1164EF, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-5011. [*Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

(End of provision)

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

END OF SECTION "L

BEGINNNG OF SECTION “M”

SECTION "M" - EVALUATION FACTORS FOR AWARD

PART I

Title and Date

FAR Subsection

Evaluation of Compensation for Professional Employees (Feb 1993)

52.222-46

PROVISIONS IN FULL TEXT

BASIS FOR AWARD

Award will be made to Systems Design and Analysis (SDA), Incorporated if the Government and SDA can reach agreement on all applicable terms and conditions.

END OF SECTION “M”

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.									
A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO.		C. CATEGORY TDP <u> X </u> TM <u> </u> OTHER <u> </u>					
D. SYSTEM / ITEM			E. CONTRACT / PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES			3. SUBTITLE PROGRESS REPORT				
4. AUTHORITY (Data acquisition Document No.) DI-MISC-80508			5. CONTRACT REFERENCE SOW PARA 2.0		6. REQUIRING OFFICE CODE 602GH				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION SEE BLK 16			
8. APP CODE		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION			
16. REMARKS BLOCK 4 – The contractor shall address the topics Identified in Paragraph 2.0 of the SOW. BLOCK 7 – Info copy only of LT may be electronically submitted to: martin_jd@crane.navy.mil BLOCK 9 -DISTRIBUTION STATEMENT A: Approved for Public release; Distribution is unlimited. BLOCKS 11,12,and 13 – The first report period ends The last day of the first full calendar month after delivery order award. Subsequent reports are required monthly and at the end Of the period of performance. The contractor shall Deliver the reports within 15 calendar days after the End of the reporting period. BLOCK 14 – ADDRESSEE LIST (AL) AL-01 The report may be electronically submitted to the COR: held_g@crane.navy.mil The format of the reproducible shall be MS Word 97 or An agreed upon format compatible with both Contractor and the Government.						a. ADDRESSEE		b. COPIES	
								DRAFT REG REPO	
						AL-01		1	
						15. TOTAL			
G. PREPARED BY Theresa Andis			H. DATE 10 APR 98		I. APPROVED BY		J. DATE		

17. PRICE GR
18. ESTIMATI TOTAL P

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.									
A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO.		C. CATEGORY TDP <input checked="" type="checkbox"/> X _____ TM _____ OTHER _____					
D. SYSTEM / ITEM			E. CONTRACT / PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES				3. SUBTITLE ANALYSIS			
7. AUTHORITY (Data acquisition Document No.) DI-MISC-80508			5. CONTRACT REFERENCE SOW PARA 2.1			6. REQUIRING OFFICE CODE 602GH			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY AS REQ SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLK 16			
8. APP CODE		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION			
16. REMARKS BLOCK 4 – The report shall address the Reliability, Obsolescence, and Repairability analysis identified in In Para graph 2.1 of the SOW. BLOCK 7 – Info copy only of LT may be electronically Submitted to: martin_jd@crane.navy.mil BLOCKS 11,12,and 13 – Submit the report as set out In the contract delivery order. BLOCK 14 – ADDRESSEE LIST (AL) AL-01 The report may be electronically submitted to the COR: held_g@crane.navy.mil The format of the reproducible shall be MS Word 97 or An agreed upon format compatible with both Contractor and the Government.						a. ADDRESSEE		b. COPIES	
								DRAFT REG REPO	
						AL-01		1	
						15. TOTAL			
G. PREPARED BY Theresa Andis			H. DATE 10 APR 98		I. APPROVED BY		J. DATE		

17. PRICE GR
18. ESTIMATI TOTAL P

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
2. TITLE Technical Report - Study/Services		1. IDENTIFICATION NUMBER DI-MISC-80508	
3. DESCRIPTION/PURPOSE 3.1 A technical report provides fully documented results of studies or analyses performed.			
4. APPROVAL DATE (YYMMDD) 880115	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T2137	6a. DTIC APPLICABLE X	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes DI-A-5029. 7.3 Defense Technical Information Center (DTIC), Cameron Station, Alexandria, VA 22314.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER G4291	
10. PREPARATION INSTRUCTIONS 10.1 <u>Format.</u> (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink. (b) Text shall be prepared on standard letter size paper (8 1/2" X 11"). (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report. (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable. 10.2 <u>Content.</u> (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period. (continued on page 2)			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONTINUED N0016498Q0124	PAGE 9	OF 15
NAME OF OFFEROR OR CONTRACTOR				
<div data-bbox="565 331 732 359" data-label="Text"> <p>DI-MGMT-80508</p> </div> <div data-bbox="191 430 776 457" data-label="Section-Header"> <p>Block 10. Preparation Instructions (Continued)</p> </div> <div data-bbox="191 489 1062 667" data-label="List-Group"> <ul style="list-style-type: none"> (b) Table of Contents (c) Section I - Includes the following: <ul style="list-style-type: none"> (1) Introduction (2) Summary - A brief statement of results obtained from the analytic effort. (3) Conclusions and their condensed technical substantiations. (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above. </div>				

36-108-13

Exception to SF, approved by NAR 7/77

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.							
A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO.		C. CATEGORY TDP <u> X </u> TM <u> </u> OTHER <u> </u>			
D. SYSTEM / ITEM			E. CONTRACT / PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM SEE BLOCK 16			3. SUBTITLE PROTOTYPE DESIGN/FABRICATION		
8. AUTHORITY (Data acquisition Document No.) DI-DRPR-81002A			5. CONTRACT REFERENCE SOW PARA 2.2		6. REQUIRING OFFICE CODE 602GH		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY AS REQ		12. DATE OF FIRST SUBMISSION SEE BLK 16	
8. APP CODE		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION	
						a. ADDRESSEE AL-01	
						b. COPIES DRAFT REG REPO FINAL	
						1	
16. REMARKS BLOCK 2 – Title of Data Item: DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS BLOCK 4 – BLOCK 10 OF DID (DI-DRPR-81002A): Delete all references to “selection work sheet” Contractor format is acceptable. BLOCK 7 – Info copy only of LT may be electronically Submitted to: martin_jd@crane.navy.mil BLOCK 9 – DISTIRBUTION STATEMENT A APPLIES. BLOCKS 10/11/12/13 – Submit the drawings as required By the contract delivery order. Block 14 – Addressee list (AL) AL-01 Electronic submissions may be submitted to: Held_g@crane.navy.mil The reproducible shall be in CAD format and Version as Set out in the contract delivery order.							
						15. TOTAL	
						0 0 1	
G. PREPARED BY Theresa Andis			H. DATE 10 APR 98		I. APPROVED BY		J. DATE

17. PRICE GR

18. ESTIMATI
TOTAL P

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503.			
1. TITLE DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS		2. IDENTIFICATION NUMBER DI-DRPR-81002A	
3. DESCRIPTION/PURPOSE 3.1 Developmental Design Drawings and Associated Lists define engineering design approaches. They are used to support design analyses and the development of prototype hardware.			
4. APPROVAL DATE 970521	5. OFFICE OF PRIMARY RESPONSIBILITY(OPR) AR	6a. DTIC REQUIRED	6b. GIDEP REQUIRED
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for Developmental Design Drawings and Associated Lists resulting from the work task described in 3.6.2 of MIL-DTL-31000A. 7.2 This DID is applicable to acquisitions of military systems, equipment, and components. It is intended for use primarily during the concept demonstration/validation phase of the DoD materiel life-cycle. (Continued on page 2)			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER D7276	
10. PREPARATION INSTRUCTIONS 10.1 <u>Reference Documents</u> . The applicable issue of documents cited herein, including their approval dates and the dates of applicable amendments, notices, and revisions, shall be as cited in the contract. 10.2 <u>General</u> . Developmental Design Drawings and Associated Lists shall be in accordance with MIL-DTL-31000A and the Selection Work Sheet incorporated into the contract. 10.3 <u>Format</u> . Drawings and associated lists shall be in either the contractor's or Government's format as specified on the Selection Work Sheet incorporated into the contract. 10.4 <u>Content</u> . Developmental Design Drawings and Associated Lists shall define an engineering design approach in detail. These drawings shall: a. Support the evaluation of the inherent ability of the design approach to meet the stated military requirement and, b. Support the development of prototype hardware, including computer software if applicable, for test or experimentation. (Continued on page 2)			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.			

DI-DRPR-81002A

Block 7, Application/Interrelationship (continued)

7.3 It is not intended that all the requirements contained herein should be applied to every program. This DID should be tailored to the minimum data requirements of the applicable contract or purchase order.

7.4 This DID supersedes DI-DRPR-81002, which superseded DI-E-7031 and DI-CMAN-80778.

7.5 This DID is related to DI-DRPR-81000A, DI-DRPR-81001A, and DI-DRPR-81003A.

Block 10, Preparation Instructions (Continued)

- c. Describe any materials or processes which must be developed as a result of the design approach.
- d. Identify any unique processes required by the design approach.

10.5 CAGE code and document numbers. Developmental design drawings and associated lists shall be identified with the contractor's CAGE code and contractor document numbers or with a Government CAGE code and Government document numbers as specified in the Selection Work Sheet incorporated in the contract or purchase order.

10.6 Selection of drawings. The type of drawings to be prepared will vary according to the complexity of the design approach and may range from simple sketches to complex drawings. The Selection Work Sheet incorporated in the contract or purchase order will specify whether the contractor or the Government is responsible for selecting the types of drawings and lists to be prepared.

10.7 Control Drawings. Control drawings need not be prepared for vendor items or nonstandard parts.

10.8 Applicability of Standards. When specified on the Selection Work Sheet incorporated into the contract or purchase order, developmental design drawings and associated lists shall conform to the requirements of ASME Y14.100M, ASME Y14.34M and, where DoD peculiar requirements must be met, MIL-STD-100.

22 June 1990

ATTACHMENTS TO EXHIBIT(s) A, __, __, & __

DISTRIBUTION ADDRESSEE'S LIST (DAL) BEGINS ON PAGE viii

GENERAL DD FORM 1423 GLOSSARY

1. PREPARATION OF DD FORM 1423. The actual completion of the DD Form 1423 may be performed by the Requiring Technical Activity (RTA), or the Department's Data Manager (DM).

1.1 DATA ENTRY TO THE DD FORM 1423. The following information shall be utilized by all NWSOC Crane personnel and supporting contractors when entering data into the appropriate blocks of the DD Form 1423.

1.1.1 BLOCK A. Contract Line Item No. (CLIN) - Enter the CLIN that is associated with the CDRL.

1.1.2 BLOCK B. Exh/Atch No. - Enter the exhibit or attachment number for the CDRL (DFARS 204.7105-3). (NOTE: Section 215.406 of DFARS prohibits the use of a DD Form 1423 as an attachment for technical data. Therefore, CDRLs for Technical Data Packages (TDPs) and Technical Manuals (TMs) shall be designated exhibits).

1.1.3 BLOCK C. Category - Check the appropriate block for Technical Data Package (TDP) or Technical Manual (TM). Types of data which comprise a TDP are defined in MIL-STD-31000, and types of manuals included under the TM category are defined in DoDI 4151.9. The "Other" block is to be checked if the CDRL is not considered a TDP or TM.

1.1.4 BLOCK D. System/Item - Enter the system, item, project designator or name of the item or services being procured.

1.1.5 BLOCK E. Contract/PR No. - Enter the contractor's name in this space if the procurement is sole source. Following the contractor's name, a slash (/) and the contractor's Commercial and Government Entity (CAGE) Code, (formerly, Federal Supply Manufacturer's Code (FSCM)) may be inserted. The code may be obtained from DoD Cataloging Handbook H-4.

1.1.6 BLOCK F. Contractor - Enter the contractor's name when known. Following the name, a slash (/) and the contractor's Commercial and Government Entity (CAGE) code may be inserted.

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1.1.7 BLOCK G. Prepared by - Enter the date the CDRL preparer's name and signature.

1.1.8 BLOCK H. Date - Enter the date the CDRL was prepared.

1.1.9 BLOCK I. Approved by - Enter the name and signature of the individual responsible for approving the CDRL.

1.1.10 BLOCK J. Date - Enter the date the CDRL was approved.

2. DETAILED CDRL INFORMATION (Blocks 1 through 16)

2.1 BLOCK 1, DATA ITEM NUMBER. Enter the CDRL sequence number in accordance with DFARS Section 204.7106-2. For exhibits, enter an Exhibit Line Item Number (ELIN). For attachments, enter a data item sequence number. (NOTE: The standard procedure is to start with A001 for Exhibits and continue with the sequence, e.g., A002, A003, etc.).

2.2 BLOCK 2, TITLE OF DATA ITEM. The title shall be identical to the title of the DID cited in Block 4 of the CDRL. When the CDRL is used to acquire weapon system technical manuals, the title of the specific Technical Manual being acquired shall be entered. (NOTE: If the exact title will not fit into block 2, then type (See Block 16) in block 2 and then in BLOCK 16 type BLOCK 2 - and the exact title of the Data Item Description. Use the same method if more than one DID is being referenced).

2.3 BLOCK 3, SUBTITLE OF DATA. If the title in Block 2 requires further identification, you may enter a subtitle.

2.4 BLOCK 4 AUTHORITY (DATA ACQUISITION DOCUMENT NUMBER)

2.4.1 Enter the DID identification number including the revision letter in accordance with the Acquisition Management Systems And Data Requirements Control List (AMSDL) (DoD 5010.12-L). If a Technical Manual is being acquired, enter the specific number of the applicable Military Standard or Specification which provides the data preparation instructions or if a Technical Manual Contract Requirements (TMCR) document is used enter "See TMCR _____" and attach the TMCR to the CDRL. The TMCR must list the applicable Military Standards and/or Specifications which provide the data preparation instructions. If more than one DID is number is cited it indicates consolidation of two or DIDs to meet the data requirement. The relationship of these DIDs will be further explained in Block 16. With the exception of a one-time DID the document cited in this block (or listed in the TMCR, when used) must be one which is listed or cleared for listing in the AMSDL. NOTE: When interpreting the requirements of a DID (DD Form 1664), only Block 10 of the DID is contractually binding on the contractor, the remaining blocks are for information only.

TMCRs are prepared by the NAVAL SEA DATA SUPPORT ACTIVITY, NAVAL SHIP WEAPON SYSTEMS ENGINEERING STATION, PORT HUENEME, CA 93043-5007 by Direction of

NAVAL SEA SYSTEMS COMMAND (CEL-TD). Requests for TMCs are to be submitted to the above address on NAVSEA Form 9086/12 (3/88).

2.4.2 Each line item of data specified on the DD Form 1423 shall be supported with a DID, unless a TMC, MIL-STD or Specification is used. Standard DIDs from the AMSDL shall be selected and "used as-is", or with non-applicable requirements tailored out. Tailoring instructions are entered in the remarks section (Block 16). If more than one data item is used to construct a specific data requirement, each data item will be separately listed on the CDRL, and block 16 may be used to indicate the relationship, (for example, "Combine with contract data item XX for submission:" or "Data prepared in accordance with Data Item Description DI-MGMT-XXXX").

2.5 BLOCK 5, CONTRACT REFERENCE

Enter the specific contract line item number (CLIN) of the contract, paragraph number of the Statement of Work, Purchase Request, specification or standard or any other applicable reference which contains the tasking that generates the a requirement for the data item authorized in block 4.

Block 5 must be completed. The data being ordered is the result of some document in the contract which contains the tasking which generates a requirement for the data item.

2.6 BLOCK 6, REQUIRING OFFICE

Enter the technical office of primary responsibility for determining the technical adequacy of the data. This may be the accepting, requiring, using, or inspecting office depending on the type of data and decisions made relative to quality assurance responsibilities. The designated accepting office (block 7) will consult, if required, with the office listed in block 6 in performing the acceptance function.

2.7 BLOCK 7, DD 250 REQUIREMENT

The responsible manager (program, project, technical, etc.) will designate the location, "source" (contractor's facility) or "destination" for performance of inspection and acceptance of the data item. This is accomplished by entering the applicable code listed below. The activity to perform the destination acceptance task will be entered in block 14 as the first addressee. ("same as block 6" if appropriate.)

<u>DD 250 Code</u>	<u>Inspection</u>	<u>Acceptance</u>
SS	(1)	(2)
DD	(3)	(4)
SD	(1)	(4)

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DS	(3)	(5)
LT*	(6)	(7)
NO**	(8)	(8)
XX	(9)	(9)

- (1) Inspection at source.
- (2) Acceptance at source.
- (3) No inspection performed at source. Final inspection performed at destination.
- (4) Acceptance at destination.
- (5) Acceptance at source. Acceptance based on written approval from the Contracting Officer.
- (6) Letter of Transmittal only. LT shall not be used when inspection is required. The data is sent by the contractor directly to the code(s) identified in block 14 of the DD Form 1423. LT is used when the contracting agency does not need to have a DD Form 250 for each and every piece of data developed by the contractor. *Use of the symbol "LT" is not authorized for data comprising Technical Data Packages (such as drawings and/or specifications) or Technical Manuals.
- (7) The acceptance criteria is specified by the DID which establishes content and format.
- (8) No inspection or acceptance is required. No DD Form 250 or LT is required. **Use of the symbol "NO" is not authorized for data comprising Technical Data Packages or Technical manuals.
- (9) Inspection and Acceptance requirements are specified in the contract.

2.8 BLOCK 8, APPROVAL CODE

2.8.1 Items of critical data requiring specific advance written approval (such as acceptance test procedures) should be identified by placing an "A" in this block. These data items require submission of a preliminary draft prior to publication of a final document. When a preliminary draft is required, block 16 of the DD Form 1423 must indicate the length of time allotted for the Government's approval/disapproval and the subsequent turn around time for the contractor to resubmit the data. Block 16 must also indicate the extent of the approval requirement; i.e., approval of technical content and/or format, verification and validation, etc.

2.9 BLOCK 9, DISTRIBUTION STATEMENT REQUIRED

2.9.1 Enter "See Block 16" to indicate the appropriate block to specify the applicable Distribution Statement for each ELIN (See DoD-D-5230.24 and DoD-D-5230.25 for selection and usage of Distribution Statements).

2.10 BLOCK 10, FREQUENCY

2.10.1 The following is a list of typical codes used to specify frequency

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of submittal. Any other type of frequency will specify "See Block 16" and in BLOCK 16 describe the required frequency for that ELIN. (NOTE: When "ASREQ" is used, an entry is required in Block 16 describing what event causes the "as required").

ANNLY	Annually
ASGEN	As generated
ASREQ	As required
BI-MO	Every two months
BI-WE	Every two weeks
DAILY	Daily
DFDEL	Deferred Delivery
MTHLY	Monthly
ONE-R	One time with revision
OTIME	One time
QTRLY	Quarterly
SEMIA	Every six months
WEEKLY	Weekly
XTIME	Multiple separate submittal (e.g., 2TIME, 3TIME, ETC.)

2.11 BLOCK 11, AS OF DATE

2.11.1 If the data is submitted only once, enter the "as of" date as follows: year/month/day (e.g., 90Jun29). If the data is submitted multiple times, enter the number of days prior to the end of the reporting period. For example, "5" would place the "as of" data for the data 5 days before the end- of the month, quarter, or year, depending on the frequency established in Block 10; a "0" would place the "as of" date at the end of each month, quarter, etc.. If an "as of" date is not applicable, leave this block blank. (NOTE: An entry is required in Block 13 when Block 11 is used).

2.12 BLOCK 12, DATE OF FIRST SUBMISSION

2.12.1 Enter the initial submission date as follows: Year/Month/Day (e.g., "90Jun29"). If the submittal is constrained by a specific event or milestone, enter this constraint. If the contract start date is not known, indicate the number of days after contract (DAC) start that the data is due (for example, "30DAC"). (NOTE 1: When "ASREQ" is used, an entry is required in Block 16 describing what event causes the "as required"). (NOTE 2: DO NOT INSERT CLASSIFIED DATES. Typical abbreviations in Block 12 are:

ASGEN	As generated
ASREQ	As required
DAC	Days after contract start or effective date
DFDEL	Deferred Delivery
EOC	End of contract
EOM	End of month
EOQ	End of quarter
DARP	Days after reporting period
DARC	Days after receipt of comments

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2.13 BLOCK 13, DATE OF SUBSEQUENT SUBMISSION

2.13.1 If data is submitted more than once enter the date(s) of subsequent submission(s). If submittal is constrained by a specific event or milestone, enter this constraint. The abbreviations described for Block 12 may be used in Block 13. (NOTE 1: When "ASREQ" is used, an entry is required in Block 16 describing what event causes the "as required"). (NOTE 2: DO NOT INSERT CLASSIFIED DATES.)

2.14 BLOCK 14, DISTRIBUTION

2.14.1 Enter the addressees and the number of draft, final or reproducible copies to be provided to each. The literal address may be used or the applicable codes, for example, DAL-01, DAL-02, etc.. The first addressee should be the acceptance activity for the data if acceptance by DD 250 is to be accomplished at the destination (see Block 7). If draft copies are required describe in Block 16 the event for the regular copies. If reproducible copies (e.g., magnetic media, vellum, negative, etc.) are required, explain in Block 16 the exact composition of the reproducible. If the data is not actually to be delivered to the Government or if deferred delivery is required, indicate by placing "DFDEL" in this Block and an explanation in Block 16.

2.15 TOTAL

2.15.1 Enter the total number of draft, regular or reproducible copies required by Block 14.

2.16 BLOCK 16, REMARKS

This block shall be used to provide additional or clarifying information for Blocks 1 through 15. This Block shall also be used to tailor the Data Item Description cited in Block 4. Tailoring may be accomplished by stating the deletions (e.g., "Block 4 - Block 10 of DID (DI-MGMT-80000) Delete paragraph 10.4") or by stating which requirements apply (e.g., "Block 4 - Block 10 of DID (DI-MGMT-80000) Only paragraphs 10.4 and 10.5 apply"), whichever is most efficient. Block 16 may also be used to specify the applicable format (e.g., "Block 4 - Block 10 of DID (DI-MGMT-80000) The plan, etc. shall be submitted in contractor format". Also the desired medium for delivery of the data is to be described. The applicable Distribution Statement designated by Block 9 will be described in full text.

A. Detailed Block Information (Blocks 17 and 18)

These blocks are to be completed by the bidder or offerer, as required by the following (see reverse side of DD Form 1423 for further information):

- (1) BLOCK 17, Price Group - Enter the appropriate price group as shown on the reverse side of the DD Form 1423 or as instructed in Sections "L" and "M" of the solicitation.

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(2) BLOCK 18, Estimated Total Price - Enter the total estimated price equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The entry "N/C" for "No Charge" is acceptable. The entry of "NSP" for "Not Separately Priced" should not be used unless approved in accordance with DoD Component procedures or follow instructions set forth in Sections "L", "M", or "H" of the solicitation.

NOTE: In accordance with Section 15.871 of the DFARS, the detachable portion of the DD Form 1423 (Blocks 17 and 18) with the estimated prices shall not appear in the contract.

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DAL-01 Commander
 NAVSURFWARCENDIV
 Attn: Greg Held, Code 602GH, B-2940W
 300 Highway 361
 Crane, IN 47522-5011